

AG Contract No. KR03-1700TRN
ADOT ECS File No. JPA 03-104
Project No.: 1 010-D406
TRACS No.: H4582 01D & 01C
Budget Source, Item No.: 10404

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF MARANA

THIS AGREEMENT is entered into 29th day of June, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954 as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and THE TOWN OF MARANA (the "Town"), acting by and through its Mayor and Town Council.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The District is empowered by Arizona Revised Statutes Section 9-240 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the District.
3. Incident to an ongoing State widening improvements of I-10 in the Marana area, the Town requests the State to design and construct improvements to the eastbound ramp of I-10 and Cortaro Road on behalf of the Town, hereinafter referred to as the "Project". The parties hereto agree that the State will design and construct and the Town will be responsible for 100% of the cost of design and construction estimated not to exceed \$200,000.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 26991
Filed with the Secretary of State
Date Filed: 07/29/04
Janice K. Brewer
Secretary of State

By: Timothy D. Greenwald

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, invoice the Town in the amount of \$200,000.00 for the estimated costs of the Project, which shall be available to the State to pay actual design consultant and construction contractor payments associated with the Project. Payment of the estimated amount will be due (30) days after receipt of an invoice from the State.

b. Upon receipt of the estimated funds from the Town, agree to be authorized agent for the Town. On behalf of the Town, the State will contract with its design consultant and provide to the Town, design plans, specifications and other such documents required for the Project at all stages of design completion. The Town may provide design review comments and will approve the final plans prior to advertisement for construction.

c. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays for whatever reason attributable to the State. On behalf of both parties herein, accept the Project upon completion.

d. Upon completion of the construction of the Project, provide the Town with a recapitulation of the Project costs, along with an invoice or reimbursement, for the difference between the estimated amount paid by the Town and the actual costs for the Project.

2. The Town will:

a. Designate the State as authorized agent for the Town. Be responsible for the actual costs for of the design and construction of the Project, currently estimated not to exceed \$200,000.00.

b. Upon execution of this agreement and within 30 days after receipt of an invoice, remit to the State \$200,000.00 for the estimated costs of the Project.

c. Review the design plans, specifications and other such documents and provide comments as necessary.

d. Be responsible for any design consultant claims for extra compensation attributable to the Town.

f. Upon completion of the Project, reimburse the State should the actual costs exceed the estimated amount within 30 days after receipt of an invoice from the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and reimbursements; provided, however, that this agreement, may be cancelled at any time prior to the award of the Project's consultant contract, with sixty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy arising out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, MD 616E
Phoenix, Arizona 85007

Town of Marana
Public Works Department
3696 W. Orange Grove Road
Tucson, AZ 85741

7. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8 Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph

9. In accordance with Arizona Revised Statutes Section 11-952, (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF MARANA

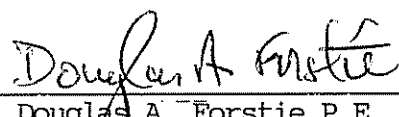
By


BOBBY SUTTON Jr.
Mayor

STATE OF ARIZONA

Department of Transportation

By


Douglas A. Forstie P.E.
Deputy State Engineer, Operations

ATTEST:

By


JOCELYN C. BRONSON
Town Clerk

MARANA RESOLUTION NO. 2004-89

RELATING TO ROADWAY IMPROVEMENTS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE DESIGN AND CONSTRUCTION OF AN IMPROVED EASTBOUND ON-RAMP AT CORTARO ROAD AND I-10.

WHEREAS, the Town of Marana, Pima County, Arizona, recognizes its duty to protect the health, safety and welfare of its citizens and the general motoring public within its corporate limits; and

WHEREAS, the State of Arizona, Arizona Department of Transportation (ADOT) currently has a consultant under contract to provide design services for the interim widening improvements of I-10 in the Town of Marana and said consultant has agreed to provide the design services thereof; and

WHEREAS, the Mayor and Council of the Town of Marana feel it is in the best interest of the public to enter into this Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Intergovernmental Agreement between the Town of Marana and the State of Arizona, attached to and incorporated by this reference in this Resolution as Exhibit "A" is hereby authorized and approved. The Mayor is hereby authorized to execute said Exhibit "A" and the Town Clerk is hereby authorized to attest thereto for and on behalf of the Town of Marana.

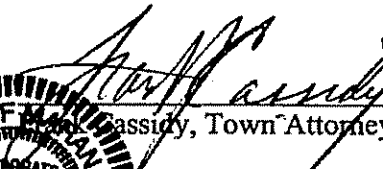
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of July, 2004.


Mayor Bobby Sutton, Jr.

ATTEST:

APPROVED AS TO FORM:


Jocelyn C. Bronson, Town Clerk


Andy Cassidy, Town Attorney



APPROVAL OF THE TOWN OF MARANA ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF MARANA, an agreement among public agencies which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 13th day of February, 2004.


Town
City Attorney



TERRY GODDARD
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-1700TRN (JPA 03-104), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: July 21, 2004

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section